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AMENDMENT TO DECLARATION OF COVENANTS  
LOST CANYON LAKES

This Amendment to the Declaration of covenants of Lost Canyon Lakes is made on this 26<sup>th</sup> day of NOVEMBER, 2000 by LOST CANYON LAKES LOT OWNERS ASSOCIATION, a not-for-profit corporation of the State of Missouri (the "Association"), on its own behalf and on the behalf of all Lot Owners of Lost Canyon Lakes.

WITNESSETH THAT:

WHEREAS, Lost Canyon Lakes, Inc., a Missouri corporation, filed a Declaration of covenants on July 26, 1973 in book 226 on Page 152 of the Recorder of Deeds Office of Callaway County, Missouri;

AND WHEREAS, said Declaration of Covenants of Lost Canyon Lakes has been amended by various amendments recorded in Book 248 on Page 538 and Book 258 on Page 194 and Book 260 on Page 606 and Book 272 on Page 314 and Book 297 on Page 392 and Book 310 Page 91 and Book 326 on Page 167 and Book 337 on Page 490 and Book 344 Page 839 of the Recorder of Deeds of Callaway County, Missouri;

AND WHEREAS, the Developer has notified the Board and the Environmental Committee that two-thirds (2/3rds) of all lots have been sold pursuant to Article VI (a) of the Declaration of Covenants recorded in Book 226 on Page 152;

AND WHEREAS, the Lot Owners Association shall have the right to amend these Covenants by the written consent of two-thirds of all members in good standing who return a valid ballot. These Covenants shall be reviewed every two years for consideration of such amendments or additions as may be deemed appropriate.

AND WHEREAS, Lost Canyon Lakes Lot Owners Association is a not-for-profit Missouri corporation and has been registered to do business as the Wildwood Lot Owners Association;

NOW THEREFORE, the Lost Canyon Lakes Lot Owners Association d/b/a Wildwood Lot Owners Association, acting pursuant to the written consents received and the authority granted to it pursuant to the Declaration of Covenants of Lost Canyon Lakes filed in Book 226 on Page 152 of the recorder of Deeds of Callaway County (as duly amended from time to time) hereby declares that all of the Property described in Exhibit A is and henceforth shall be owned and held subject to the following protective conditions, Covenants, restrictions, reservations, easements and charges as they shall be amended from time to time (hereinafter collectively the "Restrictions") all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest

in or to any portion of the Property, and does file and record the following Amendments to the Declaration of Covenants of Lost Canyon Lakes recorded in Book 344, on Page 839 as subsequently amended, thereby superseding, replacing and changing said Declaration of Covenants as herein set forth:

ARTICLE I  
DEFINITION OF TERMS

The terms set out below shall have the meanings indicated unless context clearly requires another meaning:

- a. "Articles" means the Articles of Incorporation of the Association.
- b. "Association" means the Lost Canyon Lakes Lot Owners Association, d/b/a Wildwood Lot Owners Association, incorporated by the Developer.
- c. "Board" means the Board of Directors of the Association.
- d. "Bylaws" means the Bylaws of the Association.
- e. "Rules and Regulations" means Rules and Regulations of the Association.
- f. "Common Property" means that portion of the property designated as Common Property on the Plats of the Property and all property hereafter acquired by the association and so designated together with all improvements which may at any time be constructed on said Common Property, including trails, parks, lakes, ponds, dams, swimming pools, tennis courts and buildings.
- g. "Household" means a family group which regularly and customarily resides together.
- h. "Lot" means any Lot designated on any Plat of the Property.
- i. "Owner" means the holder of all or any part of the legal title to any Lot or any person purchasing a Lot under a contract for deed or its equivalent.
- j. "Plat" means any Plat of Property filed for record with the Recorder of Deeds of Callaway County, Missouri.
- k. "Recreational Vehicles" means any vehicle, cab or R.V. Park Model Home designed for use in connection with recreation, camping, or traveling, as temporary living quarters, whether or not it is self-propelled or is mounted on or drawn by another vehicle. Recreational vehicles containing toilet facilities must have an integral waste holding tank or be connected to a watertight holding tank installed below ground level. All recreational vehicles shall be maintained in an operable condition at all

times. R.V. Park Model Homes shall not exceed 400 sq. feet of living area. Limit of one (1) R.V. Park Model Home per lot.

- l. The term "permission" as it occurs in the following text is to be read and be construed as "written permission."
- m. An annual assessment is the currently authorized amount payable to the Association to meet ordinary expenses.
- n. A Special Assessment is a one-time payment for a specific, defined purpose presented to the Association for approval.
- o. Each additional lot owned is any lot deeded identically to the primarily owned lot.
- p. "Immediate Family" means a Lot Owner's Spouse, Parents and Children (natural born, adopted and foster).
- q. "Member in Good Standing" means Lot Owner(s) who has all assessments, loans, and fees for services paid current and agreed.

## ARTICLE II RESTRICTIONS ON OWNERSHIP OF LOTS

A lot may be owned jointly or in common by persons who are not all members of the same household. Lots may only be owned by natural persons, provided, however, that this restriction shall not apply to Lost Canyon Lakes Lot Owners Association, a/k/a Wildwood Lot Owners Association, its successors, transferees or assigns.

## ARTICLE III LAND USE

- a. Lots. Lost Canyon Lakes a/k/a Wildwood was founded as a recreational area. Permanent Residency will be permissible only by Lot Owners over fifty-five (55) years of age and having 10 consecutive years of fully paid assessments (annual and special) immediately preceding the then current calendar date. Lot Owner (s) will give written notice of intent to assume such status to the Board of Directors, who will confirm eligibility and automatically extend this privilege, in writing, within thirty-five (35) days of receipt of Lot Owner (s) notice. One spouse over 55 years of age is acceptable for eligibility. In cases of multiple ownership, one Lot Owner only is eligible at any one time. Petitions for exceptions beyond the conditions above may be addressed to the Board of Director's for consideration.
- b. Common Property. All Common Property is and shall remain private property, unless expressly dedicated to public use. Neither the execution nor the recordation

of any Plat shall be construed as a dedication to the public of any Common Property therein.

The use and enjoyment of Common Property shall be subject to the Articles and Bylaws of the Association and to the Rules and Regulations promulgated thereunder governing the use of such property and improvements thereon from time to time; provided, however, that no such Article, Bylaw, Rule or Regulation shall be inconsistent with or contrary to these Restrictions.

The Board, upon the affirmative vote of sixty (60) percent of all voting Association members, may offer to dedicate any such property to public use. Such offer shall be subject to the acceptance by the appropriate governmental authority. If accepted, the Common Property so offered shall become dedicated to public use.

#### ARTICLE IV LOT RESTRICTIONS

- a. Improvements. No building, screened area, deck porch, free standing building, or other structure shall be erected, affixed, placed or constructed upon any Lot without prior written approval by the Environmental Committee as to form, size and location. Excepted from this requirement of written approval are driveways parking areas and retaining walls. Maximum size of a freestanding building shall not exceed 960 square feet. Storage sheds shall not have a floor area in excess of one hundred forty-four (144) square feet, nor a floor to ceiling height in excess of eight (8) feet and shall be erected for the sole propose of storing materials and/or personal property. It is the intent of this Declaration that all storage sheds, screened areas and other structures within the property shall be constructed of attractive exterior materials. In its review of applications, the Environmental Committee shall evaluate the construction standards and building materials for all proposed construction to ensure that they are in conformance with the general objectives of the project as enumerated herein and they conform to the established building codes as may be in effect from time to time. Limited of two (2) sheds per lot.
- b. Maintenance of Lots. All Lots whether occupied or unoccupied and everything thereon whether vegetation, personal property or improvements shall at all times be maintained in such a manner as to prevent them from becoming in the opinion of the Board unsightly, unsanitary, or a hazard to health. If not so maintained, the Board shall have the right to do so. No person shall permit the accumulation of litter, refuse or junk on any lot or Common Property. If it is allowed to accumulate on any lot, the Board shall have the right to remove it. The cost of such maintenance and/or removal undertaken by the Board shall be paid by the Lot Owner. Until the Lot Owner reimburses the Association for such cost and the fees and disbursements of counsel, there shall be a lien on said Lot. Neither the Association nor any its agents, employees, or contractors shall be liable for any damage which may result from such work.

- c. Waste Disposal. No person shall permit or allow the dumping or placement of any sewage or sanitary waste anywhere within the Property except in those places designated by the Association. No outside toilets whether portable or not shall be erected or maintained on any Lot.
- d. Fences. Except with the consent of the Environmental Committee, all property lines shall be kept free and open and no fences or walls of any kind shall be permitted thereon.
- e. Nuisances. No noxious or offensive activities or nuisances and no excessive noise shall be permitted on any campsite. No high intensity, wide area lights shall be erected, affixed or placed upon any Lot. Lighting offensive to adjoining Lots, in the opinion of the Environmental Committee, shall be extinguished by 10:00 P.M.
- f. Signs. No "For Sale" signs, advertisements or advertising structures of any kind may be erected, maintained or displayed on any lot or Common Ground except by the Association. The Association will identify designated areas and define the procedure to be used by Lot Owners in advertising the sale of personal items.
- g. Animals. No pet shall be permitted to become a nuisance. Every pet when not on Owner's Lot shall be kept confined or on a leash. Animals are not permitted in posted areas. All pets must have proper vaccinations. A copy of the current vaccination certificate shall be on file at the Association Office.
- h. Limit of Occupancy. Except with the consent of the Environmental Committee, not more than one recreational vehicle may be parked or placed upon any Lot.
- i. Garbage and Refuse Disposal. No person shall burn trash, garbage or refuse on any Lot. All such refuse shall be placed and kept in approved receptacles and removed promptly from the Lot.
- j. Camping Accessories. Notwithstanding any provisions herein contained to the contrary, picnic tables, benches, fire boxes or fireplaces and similar items of personal property may be kept on a Lot providing they meet the standards published by the Association.
- k. Tents. Unless actually occupied and in use, no tent shall be left standing overnight on any lot during the period between December 1st and the following April 1st.
- l. Removal of Trees. No living tree over four (4) inches in diameter may be removed from any Lot without the prior written consent of the Environmental Committee.
- m. Ditches and Swales. All drainage ditches and swales located on a Lot shall be kept free and unobstructed and in good repair by the owner of the Lot. Culverts shall be

installed upon each Lot by the owner thereof as may be reasonably required for proper drainage.

- n. Wells. No drilling for water or digging of water wells shall be permitted on any Lot.
- o. Vehicle Parking. No vehicle shall be parked on any street or roadway within the Property except in those areas designated on the Plats.
- p. Burning. All fires shall be contained within camp stoves, ovens or pits.
- q. Motorized Vehicles. The board shall have the right, power and privilege to establish and enforce registration requirements, speed limits, and maximum noise levels for all vehicles operated within the Park.

#### ARTICLE V LAKES, PONDS, AND STREAMS

- a. Responsibility for Damages. The Association shall not be liable for any damage caused in whole or in part by erosion, washing, flooding or other action of the water of any lake, pond or stream or surface water runoff or drainage.
- b. Rights to Change Level of Lake. The Association shall have the right to raise and lower the water level of any lake, pond or stream.
- c. Regulation of Use. The Association shall have the right, power and privilege to regulate the use of any lake, pond or stream.
- d. Docks and Piers. No dock, pier or other similar structure may be erected, constructed or placed within any lake, stream or pond except by the Association.
- e. Use of Lakes, Ponds and Streams. The use of the lakes, ponds and streams situated within the Property shall be subject to such Rules and Regulations as the Association may from time to time establish. No motor larger than 10 h.p. shall ever be used on any lake, pond or stream within the Property.

#### ARTICLE VI THE ENVIRONMENTAL COMMITTEE

- a. Committee Membership. The Environmental Committee, hereinafter referred to in this Article VI as Committee, shall be as defined in the Committee Charter as approved by the Board of Directors. The power to revise the Committee Charter is vested in the Board of Directors.
- b. General Powers. All improvements constructed or placed on any lot must first have written approval of the Committee. Such approval shall be granted only after written

submission has been made to the Committee in the manner and form prescribed by it.

- c. Rules and Regulations. The Committee may, from time to time, adopt written rules and regulations of general application governing its procedures, which shall include among other things, provisions for the form and content of applications.
- d. Variances. The Committee may, upon notification and approval of the Board of Directors, grant reasonable variances or adjustments from the Declaration where literal application thereof results in unnecessary hardship and in the granting thereof will not be materially detrimental or injurious to owners of other lots. Any and all variances relating to overall size (height, width, and length) must be approved by the Board of Directors.
- e. Administrative Fees. As a means of defraying its expense, the Committee may institute and require a reasonable filing fee of not more than .0025 of the estimated cost of the proposed improvement. No additional fees shall be required for resubmission of the same application.
- f. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting in behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
- g. Appeals. Any applicant shall have the right to appeal to the Board any decision of the Committee within thirty (30) days thereafter. The appeal shall be in writing and shall contain a brief statement of the facts and the reasons why the appellant feels aggrieved.

## ARTICLE VII THE ASSOCIATION

- a. General. The Developer has incorporated Lost Canyon Lakes Lot Owners Association as a Missouri not-for-profit corporation. The Association shall have such duties, rights and powers not inconsistent with these Restrictions as are set forth in its Articles and Bylaws from time to time.
- b. Membership. All owners of Lots shall be members of the Association.
- c. Voting Privileges: All members in good standing as of April 1 shall be entitled to one (1) vote per lot owned on any matter coming before the Association. Any lot purchased after April 1, when all monies due and owing are paid in full at the time of

purchase, are members in good standing and entitled to vote for matters coming before the Association subsequent to that date.

If a lot is owned by more than one person, the owners thereof shall designate one (1) of their number as the voter. If they fail to designate, the vote shall be designated by the Board.

- d. Quorum for Meeting. A quorum to conduct business at any Lot Owners Association meeting shall consist of a minimum of the lawful voting representatives of seventy (70) Lots. Less than the above participation shall constitute an informational meeting only and meeting minutes and formal reports are not required. A poll of the Lot Owners attending the meeting shall be conducted at the commencement of any meeting in order to insure that a quorum is present.

#### ARTICLE VIII ASSESSMENTS

- a. General. The Association is expressly authorized and empowered to levy annual and special assessments against all Lots to be paid in the manner specified in the Articles or Bylaws of the Association for the purpose of providing a general fund to enable the Association to perform its duties.
- b. Assessments. All annual and special assessments shall be equally apportioned against all lots.
- b.1 Annual Assessments: Except hereinafter provided, the aggregate amount of annual assessments against each Lot commencing with calendar year 1998 shall not exceed the sum of \$200.00 for each single Lot owned and \$100.00 for each additional lot owned.

The annual assessment shall include all charges for water used in the development so long as the water company servicing the property is owned or operated by the Lot Owners Association. In the event the water company servicing the property is owned or operated by a public or private water supply district other than the Lot Owners Association, the Board may increase the annual assessments by an amount necessary to pay the actual charges levied for water to the development. All charges for water shall be assessed against and paid by the Lot Owners Association.

- b.2 Special Assessments: In the event the Board deems it necessary, in any year, to levy a special assessment, they shall submit a written outline of the contemplated expenses and the amount of the special assessment required.



- b.3 Assessment Approvals: In the event that an increase in the annual assessment or a special assessment is needed, the increase must be approved by Sixty percent (60%) of all members in good standing who return a valid ballot, then the foregoing limits may be so exceeded.
- c. Exceptions. The cost of maintenance and removal mentioned in subsection (b) of Article IV shall not be deemed to be either an annual or special assessment.
- d. Lien for Assessments. All assessments shall bear interest at the rate of ten percent (10%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. If an assessment becomes delinquent, the Lot Owners Association may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of Callaway County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Lot Owners Association shall release said lien. The Board shall have the power to suspend the privileges of any owner to use common property for any period during which any Association charge, lien or assessment remains unpaid.

#### ARTICLE IX SALE OF LOTS BY BOARD

If a lien is placed against a Lot pursuant to subsection (b) of Article IV or subsection (b) or (d) of Article VIII and is not discharged by payment thereof within one (1) year, the Board shall thereafter have the power, which it may exercise at any time in its sole discretion, to sell the Lot in question at public sale to the highest bidder for cash. Any deed from the Board to the successful bidder shall convey fee simple ownership to the said bidder and all of the right, title and interest of the prior owner shall be erased and eliminated thereby. The owner of the Lot being sold shall be notified by certified mail. If notice by certified mail is returned or undeliverable, a public notice in a local newspaper is required. These notices must be sent/published at least thirty (30) days prior to the date, time and place of sale. The proceeds, if any, of such sale shall be applied first to the payment of the lien, next to the payment of all costs and expenses of the sale, and finally to the former Owner of the Lot.

#### ARTICLE X SPECIAL BUSINESS MEETINGS

The Lot Owners Association shall have the right to call a Business Meeting upon presentation to the Board of Directors of a request signed by the lawful voting representatives of seventy (70) lots, either of individual written requests in the

aggregate or in the form of a petition, said meeting to be publicized and scheduled within thirty (30) calendar days. A special meeting may be called for any purpose, however, any motion to recall a member or members of the Board of Directors is specifically the subject of a special meeting and is prohibited from the Annual Association meeting scheduled for the second Saturday in October of each year. Any special meeting convened to consider such recall will be restricted to only those members currently in good standing and lawfully eligible to vote. The Lot Owners shall have the right to recall any member(s) of the Board of Directors by a three-fourths (75%) vote of the lawfully voting representatives at an Official Lot Owners Meeting.

ARTICLE XI  
CI & MR FUND MANAGEMENT:

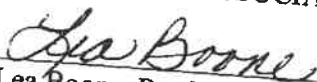
A CI & MR Committee shall be selected annually consisting of three Association members elected by the Park Council and two Association Members elected by the Board of Directors. A quorum of the committee shall consist of all five members. All proposed disbursements from this fund, regardless of origin, will be initially reviewed by this committee. The decisions as to what constitutes an actual "Capitol Improvement" (CI) or "Major Repair" (MR) shall be decided on a case by case basis, first in the Committee. A "Capitol Improvement" (CI) is an improvement that benefits the park, can be depreciated, is tax deductible and generally has a life of more than one (1) year. A "Major Repair" (MR) is any repair that puts a monetary strain on the operating budget and was not planned for. If approved by a majority of the Committee (3 members), proposed expenditures will be forwarded to the Board of Directors for passage or rejection under their existing rules of business. Unless prior approval of the "Capital Improvement" (CI) & Major Repair (MR) Committee has been achieved, no Board action will occur.

ARTICLE XII  
PROXY VOTE USAGE BY THE BOARD OF DIRECTORS:

No Proxy Votes of any type are to be accepted in Board of Directors decisions.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants has been executed the day and year first above written.

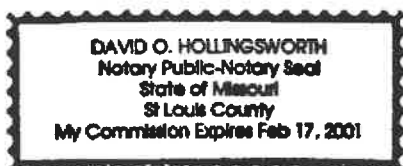
LOST CANYON LAKES LOT OWNERS  
ASSOCIATION A.K.A. WILDWOOD  
LOT OWNERS ASSOCIATION

  
Lea Boone, President

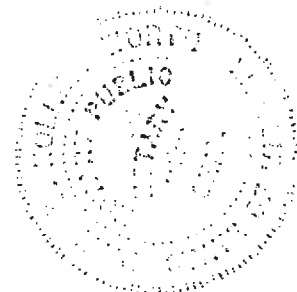
STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF ST. LOUIS    )

On this 29 day of November, 2000 before me appeared Lea Boone, to me personally known, who, being by me duly sworn, did say that she is the President of WILDWOOD LOT OWNERS ASSOCIATION, a not-for-profit corporation of the State of Missouri, and that the seal affixed to the foregoing document is the corporation seal of said corporation, and that said instrument was signed and sealed in the behalf of the said not-for-profit corporation, by authority of its Board of Directors, and said Lea Boone acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



David O. Hollingsworth  
David Hollingsworth  
Notary Public St. Louis,  
State of Missouri



My Commission expires : 02/17/2001

STATE OF MISSOURI     }  
                                  } ss.  
COUNTY OF CALLAWAY    }

IN THE RECORDER'S OFFICE

I, Kenneth Dillon, Recorder of said County, do hereby certify that the within instrument of writing, was at 3 o'clock and 08 minutes, P M, on the 6<sup>th</sup> day of Dec., A.D. 2000 duly filed for the record in my office, and is duly recorded in the records of this office, in Record Book 358 at Page 917.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fulton, MO.

Kenneth Dillon, Recorder

Deborah Zerr, Deputy  
**Deborah Zerr**

